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RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
ARLINGTON HEIGHTS
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

Doc#: 1236650099 Fee: \$56.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/31/2012 02:50 PM Pg: 1 of 10

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

510015597 - 12/22

51000/1186

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
First Midwest Bank
300 N. Hunt Club Road
Gurnee, IL 60031

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 16, 2012, is made and executed between OUR GANG PARTNERS, L.P., AN ILLINOIS PARTNERSHIP, AS TO PARCELS 1, 6, 7, 8 AND 9 whose address is 343 LANDIS LANE, DEERFIELD, IL 600153421 and O.G.I. DEVELOPMENT, INC. A/K/A OGI DEVELOPMENT, INC. A/K/A O.G.I. DEVELOPMENT, AS TO PARCELS 2, 3, 4 AND 5, whose address is 343 LANDIS LANE, DEERFIELD, IL 600153421 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 23, 2010 (the "Mortgage") which has been recorded in LAKE AND COOK County, State of Illinois, as follows:

July 9, 2010 as Document #6620019 in Lake County, IL and August 23, 2010 as Document #1023546089 in Cook County, IL.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE AND COOK County, State of Illinois:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 340 Landis Lane, Deerfield, IL 60015 (PARCEL 1), 330 Landis Lane, Deerfield, IL 60015 (Parcel 2 & 3), 1116 Meadowbrook Lane, Deerfield, IL 60015 (PARCELS 4 & 5) 200-230 Lexington Drive, Buffalo Grove, IL 60089 (PARCEL 6), 2106 Central Street, Evanston, IL 60201 (PARCEL 7), 2110-12 Central Street, Evanston, IL 60201 (PARCEL 8) AND 2926-28 Central Street, Evanston, IL 60201 (PARCEL 9), IL. The Real Property tax identification number is (PIN: 16-28-401-005-0000 & 16-28-401-006-0000 (PARCEL 1), 16-28-400-001-0000 (PARCEL 2 & 3), 16-28-400-004-0000 (PARCEL 4 & 5), 15-34-304-018-0000 & 15-34-304-019-0000 (PARCEL 6), 10-12-103-006-0000 (PARCEL 7), 10-12-103-005-0000 (PARCEL 8) AND 10-11-201-026-0000 (PARCEL 9).

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The

UNOFFICIAL COPY**MODIFICATION OF MORTGAGE
(Continued)**

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Loan No: 45522

word "Note" means 1. The promissory note dated October 16, 2012 in the original principal amount of \$2,675,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of 0.500 percentage points over the Index, resulting in an initial rate of 3.750% per annum. Notice: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is October 16, 2013. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.** and 2. The promissory note dated October 16, 2012 in the original principal amount of \$5,393,192.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of 0.500 percentage points over the Index, resulting in an initial rate of 3.750% per annum. Notice: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is October 16, 2013. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE"**

To amend the Real Property tax identification number as described above.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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MODIFICATION OF MORTGAGE


(Continued)

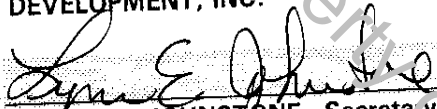
Loan No: 45522

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 16, 2012.

GRANTOR:


O.G.I. DEVELOPMENT, INC.

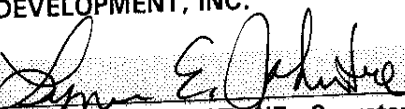
By: 
RICHARD W. JOHNSTONE, President of O.G.I. DEVELOPMENT, INC.

By: 
LYNN E. JOHNSTONE, Secretary of O.G.I. DEVELOPMENT, INC.

OUR GANG PARTNERS, L.P.

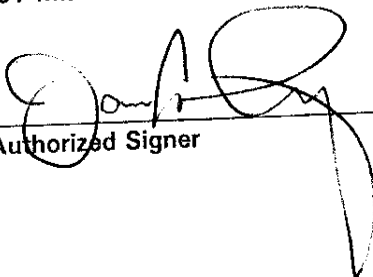
O.G.I. DEVELOPMENT, INC., General Partner of OUR GANG PARTNERS, L.P.

By: 
RICHARD W. JOHNSTONE, President of O.G.I. DEVELOPMENT, INC.

By: 
LYNN E. JOHNSTONE, Secretary of O.G.I. DEVELOPMENT, INC.

LENDER:

FIRST MIDWEST BANK

X 
Authorized Signer

Clerk of Cook County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 45522

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 29th day of November, 2012 before me, the undersigned Notary Public, personally appeared **RICHARD W. JOHNSTONE**, President of **O.G.I. DEVELOPMENT, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Elizabeth K. Scott Residing at Crystal Lake, Ill

Notary Public in and for the State of Illinois

My commission expires 3-2-16



McHenry County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 45522

CORPORATE ACKNOWLEDGMENT

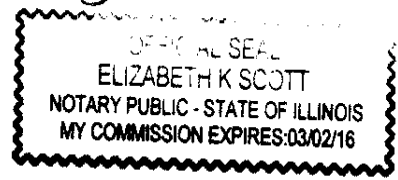
STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 29th day of November, 2012 before me, the undersigned Notary Public, personally appeared **LYNN E. JOHNSTONE**, Secretary of **O.G.I. DEVELOPMENT, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Elizabeth K. Scott Residing at Crystal Lake, IL

Notary Public in and for the State of Illinois

My commission expires 3-2-16



McHenry County Clerk's Office

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 45522

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
)
 COUNTY OF McHenry)

On this 29th day of November, 2012 before me, the undersigned Notary Public, personally appeared James Cacoppo and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **FIRST MIDWEST BANK**.

By Elizabeth K. Scott Residing at Crystal Lake, IL

Notary Public in and for the State of Illinois

My commission expires 3-2-16



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 45522

PARTNERSHIP ACKNOWLEDGMENT

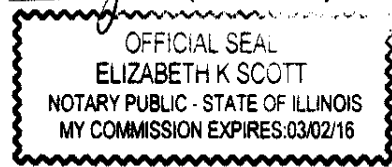
STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 29th day of November, 2012 before me, the undersigned Notary Public, personally appeared **LYNN E. JOHNSTONE**, Secretary of **O.G.I. DEVELOPMENT, INC.**, General Partner of **OUR GANG PARTNERS, L.P.**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Elizabeth K. Scott Residing at Crystal Lake, IL

Notary Public in and for the State of Illinois

My commission expires 3-2-16



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MODIFICATION OF MORTGAGE (Continued)

Loan No: 45522

PARTNERSHIP ACKNOWLEDGMENT

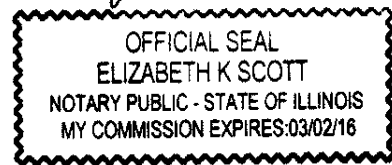
STATE OF Illinois)
) SS
 COUNTY OF McHenry)

On this 29th day of November, 2012 before me, the undersigned Notary Public, personally appeared **RICHARD W. JOHNSTONE**, President of **O.G.I. DEVELOPMENT, INC.**, General Partner of **OUR GANG PARTNERS, L.P.**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Elizabeth K. Scott Residing at Crystal Lake, IL

Notary Public in and for the State of Illinois

My commission expires 3-2-16



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EXHIBIT "A"

PARCEL 1:

LOTS 4 AND "B" IN HEANEY-GALANTE SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1958 AS DOCUMENT 994662, IN BOOK 34 OF PLATS, PAGE 72, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOT "C" IN HEANEY-GALANTE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1958, IN BOOK 34 OF PLATS, PAGE 72, AS DOCUMENT NUMBER 994662, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 100 FEET OF THE WEST 408 FEET OF THE NORTH 300 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY ILLINOIS.

PARCEL 4:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT 420.33 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION AND 990 FEET NORTH OF THE SOUTH LINE THEREOF; THENCE SOUTH, 195 FEET; THENCE EAST, 248 FEET; THENCE NORTH, 195 FEET; THENCE WEST, 248 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS OVER A PRIVATE ROADWAY IN THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 IN SECTION 28, TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID QUARTER SECTION, 642.1 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH, 305 FEET; THENCE WEST, 542.48 FEET; THENCE NORTH, 50 FEET; THENCE EAST, 542.54 FEET; THENCE NORTH, 610 FEET; THENCE WEST, 543.33 FEET; THENCE NORTH, 50 FEET; THENCE EAST, 543.36 FEET; THENCE NORTH, 205.29 FEET; THENCE EAST, 50 FEET; THENCE SOUTH, 205.38 FEET; THENCE EAST, 526.75 FEET; THENCE SOUTH, 50 FEET; THENCE WEST, 526.75 FEET; THENCE SOUTH, 610 FEET; THENCE EAST, 526.75 FEET; THENCE SOUTH, 50 FEET; THENCE WEST, 526.75 FEET; THENCE SOUTH, 305 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST ON SAID SOUTH LINE, 50 FEET TO THE POINT OF BEGINNING; AND ALSO THE WEST 1 ROD OF THE EAST 40 RODS OF THE NORTH 195 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 AS GRANTED BY INSTRUMENT DATED AUGUST 14, 1924 AND RECORDED SEPTEMBER 4, 1924 AS DOCUMENT 245283 AND AS MODIFIED BY INSTRUMENT DATED NOVEMBER 15, 1945

AND RECORDED JANUARY 17, 1946 AS DOCUMENT 579900 AND RE-RECORDED FEBRUARY 5, 1946 AS DOCUMENT 581395 (EXCEPT THAT PART THEREOF FALLING IN PARCELS 1, 2, 3 AND 4), IN LAKE COUNTY, ILLINOIS.

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EXHIBIT "A" (CON'T)

PARCEL 6:

LOTS 38 AND 39 IN BUFFALO GROVE COMMERCE CENTER UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1987 AS DOCUMENT 2108804 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 2124430 AND FURTHER CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT 2140935, IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

LOT 5 IN BLOCK 18 IN NORTH EVANSTON, A SUBDIVISION IN THE WEST 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 4 IN BLOCK 18 IN NORTH EVANSTON, BEING A SUBDIVISION OF LOTS 11, 12, 13, 14, 15, 16, AND THE WEST 4.1 ACRES OF LOT 17 IN GEORGE SMITH'S SUBDIVISION OF THE SOUTH PART OF ARCHANGE QUILMETTE RESERVATION RECORDED IN BOOK 29 OF MAPS PAGE 58, ALSO LOTS 1 AND 3 AND PART OF LOT 2 LYING BETWEEN THE CHICAGO AND MILWAUKEE RAILROAD AND THE WEST LINE OF LOT 3 PRODUCED TO THE NORTH LINE OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN OF SUCCESSORS PLAT OF EVANSTON RECORDED IN BOOK 143 PAGE 45 OF MAPS, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 2 AND THE WEST 20.15 FEET OF LOT 1, AS MEASURED ALONG THE NORTH AND SOUTH LINE THEREOF IN BLOCK 1 IN ARTHUR T. MC INTOSH'S CENTRALWOOD ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.